

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF ENGINEERING AND BUILDINGS
IN CO-OPERATION WITH
DIVISION OF PURCHASES AND SUPPLY
P.O. BOX 1199
RICHMOND, VA. 23218-1199**

NOTICE OF CONTRACT AWARD

1. DATE.....November 1, 2002
2. COMMODITY NAME.....Construction Services
3. CONTRACT NUMBER.....C300009-0
4. CONTRACT PERIOD.....November 1, 2002 through October 31, 2004
(Renewable)
5. AUTHORIZED USERS.....All State Agencies and Institutions of Higher
Education
6. CONTRACTORS.....See page 3
7. TERMS.....Net 30 days
8. DELIVERY.....As requested
9. F.O.B.....Not applicable
10. FOR FURTHER CONTRACT INFORMATION CONTACT: Shirley McNutt
(804)786-4538
e-mail: smcnutt@dgs.state.va.us

Notice: This Notice of Contract Award is being provided to you to announce the vendors to whom the Non-Professional Construction Related Services have been awarded to. You may begin using the Contractors immediately using the information provided herein. Any questions concerning the provisions of the contract should be directed to the Contract Officer listed above.

By: _____
Shirley McNutt, VCCO, VCO
Contract Officer

TABLE OF CONTENTS

Coversheet.....Page 1

Table of Contents.....Page 2

Contractors List.....Page 3-5

Instructions to Agencies.....Page 6-7

Services Provided.....Page 8

Hourly Rates.....Page 9-15

Required Terms and Conditions.....Page 16-23

Special Terms and Conditions.....Page 23-26

CPSM Specific Requirements for Contractors.....Page 26-57

CONTRACTOR'S LIST

<u>Contractor</u>	<u>Phone</u>	<u>Fax</u>	<u>E-mail</u>
Arcon 13241 Mt.Olive Lane Amelia, Va. 23002 Contact: Mike Paige	(804)561-6175	(804)561-5230	kwatley@irtarcon.com
Construction Control Corp. (CCC) 14112 Chiasso Terrace Chesterfield, Va. 23838 Contact: Lee McClure	(800)609-1673	(800)739-8205	leermc@concentric.net
Construction Consultants Inc. (CCI) 7700 Leesburg Pike Suite 113 Falls Church, Va. 22043 Contact: Tom Wilson	(703)749-0200	(703)749-0203	twilson@cciassociates.com
Environmental Specialties Group (ESG) 11836 Fishing Point Drive Suite 100 Newport News, Va. 23606 Contact: Thomas Herrick	(757)288-4543	(757)491-8469	envspgroup@aol.com
Froehling & Robertson (F&R) 3015 Dumbarton Road Richmond, Va. 23228 Contact: Samuel Kirby	(804)264-2701	(804)264-1202	skirby@fandr.com
Foundation Engineering Sciences (FES) 11843 B Canon Blvd. Newport News, Va. 23606 Contact: Raja Elawar	(757)873-4113	(757)873-4114	relawar@fesva.com
Facilities Managers and Consultants (FM&C) 202 Packets Court Suite A Williamsburg, Va. 23185 Contact: Alvin Bush	(757)253-2516	(757)253-2517	abush@facilityconsultants.net
France Environmental 8302 Eden Street Richmond, Va. 23228 Contact: Joe France	(804)716-0560	(804)918-7098	franceenv@attbi.com
Holmes Environmental 1600 East Little Creek Road Suite 308 Norfolk, Va. 23518 Contact: Ethel Holmes	(757)587-1164	(757)587-1352	henvinc@aol.com
Integrated Project Services (IPS) 12601 North Lodore Road Amelia, Va. 23002			

Contact: Vance Perry	(804)921-7574	(804)320-1523	vperryips@comcast.net
JMT			
9011 Arboretum Parkway			
Suite 110			
Richmond, Va. 23236			
Contact:	(804)323-9900	(804)323-0596	jmtva@jmt-engineering.com
KCI			
9211 Arboretum Parkway			
Suite 100			
Richmond, Va. 23236			
Contact: Chris Griffith	(410)316-7968	(410)316-7972	cmg@kci.com
KSA Interiors			
4144 C Innslake Drive			
Glen Allen, Va. 23060			
Contact: Lorri Finn	(804)527-0131	(804)527-0623	lfinn@ksainteriors.com
Mactec (Law Engineering)			
1606 Ownby Lane			
Richmond, Va. 23221			
Contact: Eric Burke	(804)358-7111	(804)358-6646	eric.burke@mactec.com
McDonough Bolyard Peck (MBP)			
8315 Lee Highway			
Suite 400			
Fairfax, Va. 22031-2215			
Contact: Blake Peck	(703)641-9088	(703)641-8965	tsimms@mbpce.com
Obsidian			
211 N. 36 th Street			
Richmond, Va. 23223			
Contact: Joel Pinnix	(804)226-2849	(804)978-1458	jpinnix@obsidian-engineering.com
Powell Management (PMA)			
700 East Main Street			
Suite 1612			
Richmond, Va. 23219			
Contact: Marian Powell	(804)649-2400	(804)649-3100	richmond@powellmanage.com
Pro-Construction			
1707 Summit Avenue			
Richmond, Va. 23230			
Contact: Dave Wyatt	(804)278-9022	(804)358-2059	davewyatt@proconstruction.com
Project Cost Inc. (PCI)			
8109 Hinson Farm Road			
Suite 514			
Alexandria, Va. 22306			
Contact: Jeff Paulin	(703)799-4400	(703)700-4403	jpaulin@projectcost.com
PSI			

2801 Ackley Avenue Richmond, Va. 23228 Contact: WS Hrank Roof Consulting Services (RCS) PO Box 9747 Richmond, Va. 23228 Contact: James Talley	(804)262-1411 (804)515-0885	(804)262-1847 (804)515-0890 mail@roofconsultingservices.com	Bill.Hrank@psiusa.com
Roof Consultants 8413 Yolanda Road Richmond, Va. 23229 Contact: Duane Pearson	(804)752-2418	(804)762-7350	roofconsultants@aol.com
Rosso 27 Towne Centre Way #265 Hampton, Va. 23666 Contact: Freda Rosso	(757)722-5631	(757)722-7488	frosso@visi.net
Schnabel Engineering One West Cary Street Richmond, Va. 23220 Contact: Raymond Stephen	(804)649-7035	(804)783-8023 rdstephen@schnabel-eng.com	
URS 1001 East Main Street Richmond, Va. 23219 Contact: Paul Piotrowski	(804)643-4855	(804)643-6512	OKPit@aol.com
US Cost 1200 Abernathy Road Building 600 Suite 950 Atlanta, Ga. 30328 Contact: Louis Parkins	(770)481-1600 (800)955-1385	(770)481-1640	sleslie@uscost.com
Zannino Engineering 1650-A Mountain Road Glen Allen, Va. 23060 Contact: Thomas Zannino	(804)262-0299	(804)262-8479	tlzannino@aol.com

INSTRUCTIONS

1. This contract has been established by competitive negotiations for optional use by state agencies and institutions of higher education throughout the Commonwealth of Virginia. This contract provides statewide services.
2. This is a requirements contract. Agencies should issue an agency purchase order using the Division of Purchases and Supply e-procurement solution, eVA to confirm the work requirement, establish the hourly rates and/or testing costs and the estimated length of assignment as may be applicable. Change orders should be issued as needed.
3. Each using agency or institution of higher education shall be responsible for administering this contract as it pertains to the services required. Each agency or institution of higher education shall assign, and identify to the Contractors, the persons who are authorized to request personnel and services. A telephone call from the agency's authorized representative shall constitute a request for services under this contract.
4. When using this contract the agency or institution of higher education shall be responsible for documenting the time of the assigned personnel to support the Contractor's invoice. This documentation shall be maintained with the purchase order for audit purposes.
5. Monitoring Contractor's performance and approval of invoice is the responsibility of the using state agency or institution of higher education. Complaints shall be documented in accordance with the Agency Procurement and Surplus Property Manual by using the Complaint to State Vendor Form. No other methods of reporting vendor complaints shall be used.
6. The agency or institution of higher education should select the classification of services that best defines the needs. The agency or institution of higher education should select from the Contractors in italics (red text) first. If the Contractor cannot meet the timeframe and/or qualifications for staffing or testing required by the agency or institution of higher education, then the agency or institution of higher education may go to any Contractor in that classification of services. The Contractor selected for personnel staffing has ten (10) days to provide the agency or institution of higher learning a resume of the person/persons to be assigned. The agency or institution of higher education reserves the right to accept or reject the person/persons to be assigned.
7. In the event of an emergency requirement by a using agency or institution of higher education, the Contractor shall respond to the request in the time frame established.
8. If during the period of the contract, services not listed are required, the Division of Engineering and Buildings may solicit price and qualifications for the Contractors and add the positions to the contract.
9. All services and personnel shall be provided by the Contractor.
10. The Contractor shall be paid on the basis of invoices submitted with appropriate documentation as requested by the agency or institution of higher education to back up the personnel services. Each invoice shall be submitted on the first and fifteenth of each month. The invoices shall include the type of services, personnel name if applicable, dates of work, quantity, and the contract rate. If the agency or institution of higher education has a dispute with the invoice, they shall process for payment the undisputed amount and notify the Contractor in writing within one week of the receipt of the invoice of the disputed part. All disputes shall be resolved within 30 days.
11. Each Contractor shall assign a coordinator to handle and assist in any and all scheduling, billing and problem solving. The Contractors shall meet periodically with the agencies or institutions of higher education, when requested, to discuss services.

12. The working hours will be defined by the agency or institution of higher education based on the needs.
13. For staffing of positions, a normal work week is forty hours. Overtime for service only applies when the 40 hours have been exceeded on the agency or institution of higher education project order for that specific job. Overtime shall be approved by the agency or institution of higher education in advance of being earned.
14. The Contractor shall provide all cell phones, pagers, beepers, test and sampling equipment, cameras, computers, copiers, fax machines and transportation for the employees assigned to this contract.
15. The Agency will allow for printing of specifications, drawings, minutes and other documentation as reimbursable expenses at the invoice costs. The Agency will consider reimbursable for lodging and meals if approved in advance by the Agency and included in the written work order. Costs shall be in accordance with the Commonwealth of Virginia CAPP Manual. The Contractor shall provide personnel from the areas closest to where the work is required. The Commonwealth does not reimburse its employees who may travel more than an hour one way to work; therefore the Commonwealth will not pay a Contractor for their employees.

SERVICES TO BE PROVIDED

Cost Estimating: Agencies seek independent cost estimates on construction projects. Even though these estimates may be part of the design A/Es work, an agency may require estimates for planning, budget purposes, etc.

Project Management: Agencies seek firms that can provide qualified individuals to perform project management on construction projects. These services may be small construction projects or large Capital Outlay projects. This service is used to supplement an agency's staff and may require a long term commitment from design through construction close-out.

Construction Inspection: Agencies have a need during construction for personnel to provide inspection services of the trades work, such as installation of air handlers, testing of sprinkler systems, installation of duct work, installation of plumbing, etc. The agency may also require the inspector to witness field tests of equipment and systems as required by the A/E.

Construction Testing: Agencies have a need during construction for material and process testing, such as slump tests, weld tests, geo-technical testing, etc. These services are called for on an as-needed basis.

Clerk of the Works: Agencies require staffing for construction projects. This staffing is generally comprised of individuals to provide general oversight of the construction project activities, such as job material receipt, co-ordination of inspection and testing services, maintaining of daily logs, monitoring trade contractor's work, monitoring changes, etc.

Asbestos and Lead Analysis, Testing, and Inspection: Agencies require services of certified asbestos and lead technicians to determine hazardous materials. These services may be comprised of testing suspicious materials, designing an abatement plan and then monitoring the contractor during the abatement.

Roofing Analysis, Testing and Inspection: Agencies require services for certified roofing consultants and inspectors to provide roofing inspection during re-roofing work, perform moisture tests, evaluate conditions of roofs, etc.

Space Planning/Interior Design: Agencies may require services for space planning and utilization plans for existing space. There may be a need for interior design services in determining space utilization and layout during renovations and/or for budget purposes.

Scheduler: Agencies may require services for a scheduler to review, develop and/or provide consultation on different schedules for jobs such as CPM and Gant methods.

Certified Value Specialist: Agencies may require services for small projects in life cycle costing and first cost.

CAD Operators: Agencies may have a need for file drawings to be updated for use as egress documents, file documents, to show as built conditions, to consolidate several renovations to one drawing, etc. These services would provide the latest version of AutoCAD.

Landscape Designer: Agencies may have a need for individuals to provide design services for developing landscape areas, special plantings, etc. that enhance a campus.

HOURLY RATES

SW – Southwest Virginia Regional Fire Marshals area

W - Western Virginia Regional Fire Marshals area
 NV - Northern Virginia Regional Fire Marshals area
 CR - Central Virginia Regional Fire Marshals area
 TW - Tidewater Virginia Regional Fire Marshals area

Cost Estimator

COST ESTIMATOR

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
<i>IPS</i>	<i>\$60.00</i>	X	X	X	X	X
<i>CCC</i>	<i>\$61.24</i>	X	X	X	X	X
<i>CCI</i>	<i>\$85.00</i>	X	X	X	X	X
<i>MBP</i>	<i>\$90.00</i>	X	X	X	X	X
<i>US Cost</i>	<i>\$90.00</i>	X	X	X	X	X
<i>Powell Management</i>	<i>\$91.00</i>	X	X	X	X	X
<i>URS</i>	<i>\$82.94</i>	X	X	X	X	X
<i>PCI</i>	<i>\$79.00</i>	X	X	X	X	X

Project Manager

Level I - Projects less than \$500,000 in construction value

PROJECT MANAGER LEVEL I

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
<i>FM&C</i>	<i>\$52.00</i>				X	X
<i>Pro-Construction</i>	<i>\$63.50</i>				X	
<i>JMT</i>	<i>\$63.54</i>	X	X	X	X	X
<i>MBP</i>	<i>\$64.00</i>	X	X	X	X	X
<i>Obsidian</i>	<i>\$65.00</i>			X	X	X
<i>Rosso</i>	<i>\$65.00</i>				X	X
<i>CCI</i>	<i>\$65.00</i>	X	X	X	X	X
<i>Powell Management</i>	<i>\$65.00</i>	X	X	X	X	X
Mactec	\$70.00	X	X	X	X	X
IPS	\$72.00		X	X	X	X
KCI	\$75.00	X	X	X	X	X
CCC	\$75.20	X	X	X	X	X
URS	\$71.88	X	X	X	X	X

Level II - Projects greater than \$500,000 in construction value

PROJECT MANAGER LEVEL II

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
<i>JMT</i>	<i>\$70.23</i>	X	X	X	X	X
<i>CCC</i>	<i>\$75.20</i>	X	X	X	X	X
<i>MBP</i>	<i>\$76.00</i>	X	X	X	X	X
<i>Powell Management</i>	<i>\$77.25</i>	X	X	X	X	X
<i>CCI</i>	<i>\$78.00</i>	X	X	X	X	X
Mactec	\$80.00	X	X	X	X	X
IPS	\$80.00		X	X	X	X
KCI	\$85.00	X	X	X	X	X
Obsidian	\$85.00			X	X	X
Rosso	\$85.00				X	X

URS	\$88.46	X	X	X	X	X
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**Construction Inspector/Testing
Field Technicians**

**SOILS TECHNICIAN PERFORMING
COMPACTION/DENSITY TESTS AND
FOOTING INSPECTIONS**

Name of Vendor	Per Day	SW	W	NV	CR	TW
<i>PSI</i>	<i>\$200.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>FES</i>	<i>\$240.00</i>				<i>X</i>	<i>X</i>
<i>Mactec</i>	<i>\$250.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Zannino</i>	<i>\$250.00</i>				<i>X</i>	
F&R	\$275.00			X	X	X
Schnabel	\$310.00	X	X	X	X	X

Materials Technician for field testing of concrete and masonry

**CONCRETE TECHNICIAN FOR TAKING
SAMPLES OF FRESH CONCRETE FOR TEST
CYLINDERS IN THE FIELD, ASTM C31 AND
ACI301 (Visit is a work day)**

Name of Vendor	Per Visit	SW	W	NV	CR	TW
<i>PSI</i>	<i>\$100.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Zannino</i>	<i>\$160.00</i>				<i>X</i>	
<i>Mactec</i>	<i>\$180.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
F&R	\$200.00	X	X	X	X	X
FES	\$240.00				X	X
Schnabel	\$240.00	X	X	X	X	X

AWS/Certified Welding Inspector for field inspection and testing

**INSPECTION/TESTING STEEL FRAMING
CONNECTIONS**

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
<i>PSI</i>	<i>\$45.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Zannino</i>	<i>\$45.00</i>				<i>X</i>	
<i>Mactec</i>	<i>\$50.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Schnabel</i>	<i>\$50.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
F&R	\$51.50	X	X	X	X	X
FES	\$60.00				X	X

Laboratory services

MOISTURE CONTENT ASTM D2216

Name of Vendor	Each	SW	W	NV	CR	TW
<i>PSI</i>	<i>\$5.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>F&R</i>	<i>\$5.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Zannino</i>	<i>\$5.00</i>				<i>X</i>	
<i>Schnabel</i>	<i>\$6.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
Mactec	\$8.00	X	X	X	X	X

FES	\$10.00				X	X
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ATTERBERG LIMITS ASTM D4318

Name of Vendor	Each	SW	W	NV	CR	TW
<i>F&R</i>	<i>\$45.00</i>			<i>X</i>	<i>X</i>	<i>X</i>
<i>Zannino</i>	<i>\$45.00</i>				<i>X</i>	
<i>PSI</i>	<i>\$50.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
Mactec	\$55.00	X	X	X	X	X
Schnabel	\$60.00	X	X	X	X	X
FES	\$70.00				X	X

SHRINKAGE FACTOR SOILS ASTM D427

Name of Vendor	Each	SW	W	NV	CR	TW
<i>Zannino</i>	<i>\$25.00</i>				<i>X</i>	
<i>PSI</i>	<i>\$50.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>F&R</i>	<i>\$50.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Mactec</i>	<i>\$50.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
FES	\$60.00				X	X
Schnabel	\$75.00	X	X	X	X	X

NATURAL DENSITY AASHTO T233

Name of Vendor	Each	SW	W	NV	CR	TW
<i>Zannino</i>	<i>\$15.00</i>				<i>X</i>	
<i>Schnabel</i>	<i>\$35.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Mactec</i>	<i>\$45.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
FES	\$60.00				X	X
PSI	\$70.00	X	X	X	X	X

AGGREGATE SIEVE ANALYSIS ASTM C136

Name of Vendor	Each	SW	W	NV	CR	TW
<i>Zannino</i>	<i>\$40.00</i>				<i>X</i>	
<i>F&R</i>	<i>\$45.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>FES</i>	<i>\$50.00</i>				<i>X</i>	<i>X</i>
<i>Mactec</i>	<i>\$50.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Schnabel</i>	<i>\$50.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
PSI	\$60.00	X	X	X	X	X

STANDARD PROCTOR ASTM D698

Name of Vendor	Each	SW	W	NV	CR	TW
<i>PSI</i>	<i>\$70.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>FES</i>	<i>\$75.00</i>				<i>X</i>	<i>X</i>
<i>Zannino</i>	<i>\$80.00</i>				<i>X</i>	
Mactec	\$85.00	X	X	X	X	X
Schnabel	\$85.00	X	X	X	X	X
F&R	\$105.00	X	X	X	X	X

MODIFIED PROCTOR ASTM D1557

Name of Vendor	Each	SW	W	NV	CR	TW
<i>PSI</i>	<i>\$80.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Zannino</i>	<i>\$90.00</i>				<i>X</i>	

<i>FES</i>	<i>\$95.00</i>				<i>X</i>	<i>X</i>
<i>Schnabel</i>	<i>\$95.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
Mactec	\$100.00	X	X	X	X	X
F&R	\$125.00	X	X	X	X	X

CONCRETE CYLINDER TEST ASTM C39

Name of Vendor	Each	SW	W	NV	CR	TW
<i>PSI</i>	<i>\$8.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>F&R</i>	<i>\$8.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Zannino</i>	<i>\$8.00</i>				<i>X</i>	
<i>Mactec</i>	<i>\$9.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
Schnabel	\$10.00	X	X	X	X	X
FES	\$12.00				X	X

FIREPROOFING THICKNESS ASTM E605

Name of Vendor	Each	SW	W	NV	CR	TW
<i>FES</i>	<i>\$20.00</i>				<i>X</i>	<i>X</i>
<i>Mactec</i>	<i>\$25.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Zannino</i>	<i>\$30.00</i>				<i>X</i>	
PSI	\$35.00	X	X	X	X	X
F&R	\$42.00	X	X	X	X	X

FIREPROOFING ADHESION ASTM E736

Name of Vendor	Each	SW	W	NV	CR	TW
<i>FES</i>	<i>\$20.00</i>				<i>X</i>	<i>X</i>
<i>Mactec</i>	<i>\$25.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
PSI	\$30.00	X	X	X	X	X
F&R	\$30.00	X	X	X	X	X
Zannino	\$30.00				X	

Project Inspection/Clerk of the Works

Level I - Projects less than \$500,000 in construction value

PROJECT INSPECTOR LEVEL I

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
<i>Obsidian</i>	<i>\$40.00</i>			<i>X</i>	<i>X</i>	<i>X</i>
<i>FM&C</i>	<i>\$45.00</i>				<i>X</i>	<i>X</i>
<i>Pro-Construction</i>	<i>\$48.00</i>				<i>X</i>	
<i>CCI</i>	<i>\$48.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>KCI</i>	<i>\$50.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>JMT</i>	<i>\$53.51</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
MBP	\$54.00	X	X	X	X	X
Mactec	\$55.00	X	X	X	X	X
CCC	\$56.92	X	X	X	X	X
IPS	\$62.00		X	X	X	X
Rosso	\$65.00				X	X
Powell Management	\$68.00	X	X	X	X	X
URS	\$55.29	X	X	X	X	X

Level II - Projects greater than \$500,000 in construction value

PROJECT INSPECTOR LEVEL II

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
<i>Obsidian</i>	<i>\$50.00</i>			X	X	X
<i>KCI</i>	<i>\$55.00</i>	X	X	X	X	X
<i>CCC</i>	<i>\$56.92</i>	X	X	X	X	X
<i>CCI</i>	<i>\$58.00</i>	X	X	X	X	X
<i>JMT</i>	<i>\$60.75</i>	X	X	X	X	X
MBP	\$64.00	X	X	X	X	X
Mactec	\$65.00	X	X	X	X	X
IPS	\$67.00		X	X	X	X
Powell Management	\$68.00	X	X	X	X	X
URS	\$66.36	X	X	X	X	X

Asbestos/Lead**Asbestos/lead abatement designer (includes specs.)****ASBESTOS/LEAD DESIGNER**

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
<i>France</i>	<i>\$55.00</i>				X	
<i>Holmes</i>	<i>\$55.00</i>		X	X	X	X
<i>F&R</i>	<i>\$55.00</i>	X	X	X	X	X
<i>Obsidian</i>	<i>\$65.00</i>			X	X	X
<i>PSI</i>	<i>\$65.00</i>	X	X	X	X	X
<i>Mactec</i>	<i>\$65.00</i>	X	X	X	X	X
ESG	\$85.00					X

Asbestos/lead project inspector**ASBESTOS/LEAD INSPECTOR**

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
<i>France</i>	<i>\$35.00</i>				X	
<i>PSI</i>	<i>\$39.00</i>	X	X	X	X	X
<i>F&R</i>	<i>\$45.00</i>	X	X	X	X	X
<i>Obsidian</i>	<i>\$45.00</i>			X	X	X
<i>ESG</i>	<i>\$45.00</i>					X
<i>Holmes</i>	<i>\$55.00</i>		X	X	X	X
Mactec	\$75.00	X	X	X	X	X
URS	\$65.00			X	X	X

Laboratory services for bulk samples**ASBESTOS BULK SAMPLE-3 day turnaround**

Name of Vendor	Each	SW	W	NV	CR	TW
<i>ESG</i>	<i>\$8.00</i>					X
<i>F&R</i>	<i>\$7.00</i>	X	X	X	X	X
<i>France</i>	<i>\$8.00</i>				X	
<i>Holmes</i>	<i>\$8.00</i>		X	X	X	X
<i>Mactec</i>	<i>\$8.00</i>	X	X	X	X	X
<i>Obsidian</i>	<i>\$9.00</i>			X	X	X
<i>PSI</i>	<i>\$8.00</i>	X	X	X	X	X

PCM AIR SAMPLE-3 day turnaround

Name of Vendor	Each	SW	W	NV	CR	TW
<i>F&R</i>	<i>\$5.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>ESG</i>	<i>\$8.00</i>					<i>X</i>
<i>France</i>	<i>\$8.00</i>				<i>X</i>	
<i>Holmes</i>	<i>\$8.00</i>		<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Mactec</i>	<i>\$8.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>PSI</i>	<i>\$8.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Obsidian</i>	<i>\$9.00</i>			<i>X</i>	<i>X</i>	<i>X</i>

Lead testing**XRF RENTAL WITH TECHNICIAN**

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
<i>France</i>	<i>\$50.00</i>				<i>X</i>	
<i>Holmes</i>	<i>\$55.00</i>		<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>PSI</i>	<i>\$55.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>ESG</i>	<i>\$63.00</i>					<i>X</i>
F&R	\$65.00	X	X	X	X	X
Obsidian	\$80.00			X	X	X
Mactec	\$85.00	X	X	X	X	X

LEAD WIPE SAMPLES

Name of Vendor	Each	SW	W	NV	CR	TW
<i>ESG</i>	<i>\$8.00</i>					<i>X</i>
<i>Obsidian</i>	<i>\$9.00</i>			<i>X</i>	<i>X</i>	<i>X</i>
<i>F&R</i>	<i>\$10.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Mactec</i>	<i>\$10.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
France	\$12.00				X	
PSI	\$14.00	X	X	X	X	X
Holmes	\$15.00		X	X	X	X

LEAD AIR SAMPLES

Name of Vendor	Each	SW	W	NV	CR	TW
<i>ESG</i>	<i>\$8.00</i>					<i>X</i>
<i>Obsidian</i>	<i>\$9.00</i>			<i>X</i>	<i>X</i>	<i>X</i>
<i>F&R</i>	<i>\$10.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Mactec</i>	<i>\$10.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
France	\$12.00				X	
PSI	\$14.00	X	X	X	X	X
Holmes	\$15.00		X	X	X	X

LEAD BULK SAMPLES

Name of Vendor	Each	SW	W	NV	CR	TW
<i>ESG</i>	<i>\$8.00</i>					<i>X</i>
<i>Obsidian</i>	<i>\$9.00</i>			<i>X</i>	<i>X</i>	<i>X</i>
<i>F&R</i>	<i>\$10.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Mactec</i>	<i>\$10.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>PSI</i>	<i>\$14.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>

Holmes	\$15.00	X	X	X	X
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Roofing

Roofing project inspector

ROOFING INSPECTOR

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
Roof Consultants	\$35.00		X	X	X	X
RCS	\$37.50	X	X	X	X	X
F&R	\$42.00	X	X	X	X	X
Obsidian	\$45.00			X	X	X
Arcon	\$46.00		X	X	X	X
Zannino	\$50.00				X	
PSI	\$55.00	X	X	X	X	X
Mactec	\$60.00	X	X	X	X	X

Roofing consultant (performs testing)

VISUAL ROOF SURVEY

Name of Vendor	SF	SW	W	NV	CR	TW
Roof Consultants	\$0.02		X	X	X	X
RCS	\$0.05	X	X	X	X	X
Arcon	\$0.05		X	X	X	X
F&R	\$0.06	X	X	X	X	X
PSI	\$0.10	X	X	X	X	X
Obsidian	\$0.15			X	X	X
Mactec	\$0.15	X	X	X	X	X

ROOF MOISTURE SURVEY - INFRA RED

Name of Vendor	SF	SW	W	NV	CR	TW
Mactec	\$0.05	X	X	X	X	X
Roof Consultants	\$0.06		X	X	X	X
RCS	\$0.07	X	X	X	X	X
Arcon	\$0.08		X	X	X	X
PSI	\$0.16	X	X	X	X	X
F&R	\$0.17	X	X	X	X	X
Obsidian	\$0.35			X	X	X

ROOF MOISTURE SURVEY - NUCLEAR SCAN

Name of Vendor	SF	SW	W	NV	CR	TW
Mactec	\$0.05	X	X	X	X	X
Roof Consultants	\$0.08		X	X	X	X
RCS	\$0.10	X	X	X	X	X
Arcon	\$0.12		X	X	X	X
F&R	\$0.17	X	X	X	X	X
PSI	\$0.20	X	X	X	X	X
Obsidian	\$0.35			X	X	X

PLAZA DECK WATERPROOFING SURVEY

Name of Vendor	SF	SW	W	NV	CR	TW
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<i>F&R</i>	<i>\$0.04</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>RCS</i>	<i>\$0.05</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Roof Consultants</i>	<i>\$0.08</i>		<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Arcon</i>	<i>\$0.09</i>		<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
PSI	\$0.10	X	X	X	X	X
Obsidian	\$0.15			X	X	X
Mactec	\$0.15	X	X	X	X	X

PARKING DECK WATERPROOFING SURVEY

Name of Vendor	SF	SW	W	NV	CR	TW
<i>F&R</i>	<i>\$0.04</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>RCS</i>	<i>\$0.05</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Roof Consultants</i>	<i>\$0.08</i>		<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>PSI</i>	<i>\$0.10</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
Arcon	\$0.11		X	X	X	X
Obsidian	\$0.15			X	X	X
Mactec	\$0.15	X	X	X	X	X

Space Planner/Interior Designer

SPACE PLANNER/INTERIOR DESIGNER

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
<i>KSA Interiors</i>	<i>\$55.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>FM&C</i>	<i>\$55.00</i>				<i>X</i>	<i>X</i>

Scheduler

SCHEDULER

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
<i>CCC</i>	<i>\$59.74</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>IPS</i>	<i>\$60.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>CCI</i>	<i>\$65.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
KCI	\$80.00	X	X	X	X	X
Powell Management	\$80.00	X	X	X	X	X
MBP	\$81.00	X	X	X	X	X
JMT	\$82.77	X	X	X	X	X
US Cost	\$90.00	X	X	X	X	X
URS	\$75.19	X	X	X	X	X

Certified Value Specialist

CERTIFIED VALUE SPECIALIST

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
<i>US Cost</i>	<i>\$110.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>KCI</i>	<i>\$100.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>URS</i>	<i>\$100.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>

CAD Operator

CAD OPERATOR

Name of Vendor	Hr.	SW	W	NV	CR	TW
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	Rate					
<i>Obsidian</i>	<i>\$45.00</i>			<i>X</i>	<i>X</i>	<i>X</i>
<i>Pro-Construction</i>	<i>\$48.00</i>				<i>X</i>	
<i>JMT</i>	<i>\$48.06</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
KSA Interiors	\$50.00	X	X	X	X	X
Mactec	\$50.00	X	X	X	X	X
URS	\$60.00	X	X	X	X	X

Landscape Designer

LANDSCAPE DESIGNER

Name of Vendor	Hr. Rate	SW	W	NV	CR	TW
<i>Obsidian</i>	<i>\$85.00</i>			<i>X</i>	<i>X</i>	<i>X</i>
<i>URS</i>	<i>\$100.00</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>

REQUIRED GENERAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

- A. VENDORS MANUAL
- B. APPLICABLE LAWS AND COURTS
- C. ANTI-DISCRIMINATION
- D. ETHICS IN PUBLIC CONTRACTING
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- F. DEBARMENT STATUS
- G. ANTITRUST
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS
- I. CLARIFICATION OF TERMS
- J. PAYMENT
- K. PRECEDENCE OF TERMS
- L. QUALIFICATIONS OF BIDDERS OR OFFERORS
- M. TESTING AND INSPECTION
- N. ASSIGNMENT OF CONTRACT
- O. CHANGES TO THE CONTRACT
- P. DEFAULT
- Q. TAXES
- R. USE OF BRAND NAMES
- S. TRANSPORTATION AND PACKAGING
- T. INSURANCE
- U. ANNOUNCEMENT OF AWARD
- V. DRUG FREE WORKPLACE
- W. NONDISCRIMINATION OF CONTRACTORS
- X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 11-51 of the Virginia Public Procurement Act.

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder supplier, manufacturer or subcontractor in connection with their bid and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**
(Insert wording below appropriate to the solicitation type as indicated):
1. **(For Invitation For Bids:)** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 2. **(For Request For Proposals:)** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a

case by case basis, in its sole discretion, whether to reject such a proposal.

- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 11-69).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt

of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings

realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the

Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage's at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the Code of Virginia. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage's during the entire term of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell

insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on contractor's policy.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit.

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the Bulletin Board located at 215 Governor Street for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce

Services Network registration.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.
- c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

Note: Vendors are strongly encouraged to register your company prior to submitting a bid or offer. Failure to register will result in your bid or offer being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.
of the contract.

SPECIAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

1. ADVERTISING
2. AUDIT
3. AVAILABILITY OF FUNDS
4. CANCELLATION OF CONTRACT
5. IDENTIFICATION OF BID/PROPOSAL ENVELOPE
6. PRICE ESCALATION/DE-ESCALATION
7. PRIME CONTRACTOR RESPONSIBILITIES
8. RENEWAL OF CONTRACT
9. SUBCONTRACTS
10. eVA Transaction Fee
11. Trading Partner Agreement

1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the (name of institution) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting

contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Bidder/Offeror Due Date Time

Street or Box Number IFB No./RFP No.

City, State, Zip Code IFB/RFP Title

Name of Contract/Purchase Officer or Buyer

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

6. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted only for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI for services. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

7. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

8. RENEWAL OF CONTRACT: (NOTE: A term contract may not be renewed unless a renewal clause is included in the solicitation. Select one of the following clauses if an option to renew the contract beyond the original period of the contract is desired. Select either "one year" or complete the blank, indicating the number of "successive one year periods" the contract may be renewed.)

A. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for (three successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

9. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

10. eVA Transaction Fee: Purchase orders processed through the eVA procurement system will be subject to an eVA transaction fee of 1%, not to exceed \$500 per order. This fee will be invoiced to vendors by American Management Systems (DGS/DPS#8217; eVA e-procurement solution partner).

11. Trading Partner Agreement: If a vendor has not previously executed a Trading Partner Agreement with American Management Systems (AMS), and receives an order through the eVA procurement system shall, within 5 calendar days after receipt of award notification, submit a fully executed AMS Trading Partner Agreement. A copy of this agreement can be accessed and downloaded from the following web site: www.eva.state.va.us.

GENERAL REQUIREMENTS OF THE OFFEROR PROVIDING THE SERVICES

I. COST ESTIMATOR

PERSONNEL/COMPANY QUALIFICATIONS

The estimator shall have at least five recent years of cost estimating experience on construction projects with a value of \$500,000 or greater involving multiple trades. The personnel shall have a demonstrated knowledge of cost estimating through a combination of education, training, certification and experience. The estimators shall have experience in providing estimates in accordance to the Construction and Professional Services Manual (CPSM) as provided by the Bureau of Capital Outlay Management to agencies of the Commonwealth. It is preferred that the estimator for projects over \$500,000.00 be a certified cost engineer.

SERVICES TO BE PROVIDED

Properly prepared cost estimates provide a check of the plans and specifications for constructability, coordination, conflicts, discrepancies, and omissions. They are used to establish and verify budget costs, to develop historical data for future estimating, and for verification of the Contractor's proposed Schedule of Values on the CO-12.

The estimate at each submittal is expected to reflect the Estimator's best information and experience. Pricing must reflect all requirements of the contract plans and specifications. Estimates may be prepared manually or by utilizing computerized estimating programs. A detailed breakdown of components of the System or Assembly shall be calculated, quantified and costed. A total system cost, a system quantity, a unit cost for the system and a unit cost per square foot of gross building area shall be calculated for each system and listed on the Building Cost Summary Form.

Separate estimates will be prepared for each new non-identical building, structure, or addition costing over \$50,000 contract cost. Costs of alteration work to existing buildings will not be included with the building addition costs. When one construction contract contains more than one type of work (i.e., new construction, repair, equipment installation, etc.), the estimate shall be structured such that each type of work is identified separately. In addition to an overall or master summary sheet, each type of work requires a separate summary sheet. Costs from these separate summary sheets must be directly transferable to the master summary sheet.

Building Systems Descriptions as Required in the CPSM for Estimating

Includes cost of construction of all work inside the line 5 feet from the building. Cost each system separately. Same systems were indicated for entry on Summary Sheet.

<u>System</u>	<u>System Unit</u>	<u>Unit/Measure</u>
<u>Foundation</u>	<u>Ground Floor</u>	<u>Sq. Ft.</u>
Includes excavation and backfill for foundation and basement construction, pile caps, footings, grade beams, piers, foundation walls, basement walls, fill under floor slabs and all required construction to the first floor elevation, excluding all structural floor slabs, ground slabs, basement structural framing, piling, structural fill, and soil treatment. Special foundations such as compacted structural fill, piling, caissons, and other work required to prepare the site for the building construction should be included in the SITE WORK & UTILITIES portion of the estimate under "Special Building Foundations" category		

<u>Slab-on-Grade</u>	<u>Slab on Grade</u>	<u>Sq. Ft.</u>
Includes all ground slabs and vapor barrier, waterproofing, wire mesh, capillary fill and soil treatment. Includes ground slab, reinforcing steel, waterproofing and soil treatment for structural slab placed on fill where fill is used as form. Borrow fill under slab is included in Earthwork system.		

Structural Frame **Gross Building Area** **Sq. Ft.**
Includes structural frame consisting of skeleton frame of building, i.e., columns, girders, cantilevered members extending beyond exterior walls, and fireproofing. Excludes framing in direct support of floor or roof construction.

Supported Floor **Supported Floor** **Sq. Ft.**
Includes construction of structurally integrated or independently supported floors, i.e., steel decking, joists, beams, slabs, precast concrete decking with topping steel reinforcing and other related items to provide a complete structural floor. Excludes applied finishes which are part of "Interior Finishes."

Roof Structure **Roof Area** **Sq. Ft.**
Includes construction of structurally integrated or independently supported roofs, i.e., precast concrete roof slabs, concrete topping, steel decking, joists, beams. Roofing system excluded.

Roofing **Roof Area** **Sq. Ft.**
Includes roof curbing, roof insulation, roofing, gravel stops, gutters, and downspouts, flashing, skylights, roof-access hatches, and other related roofing items.

Stairs **Number of Risers** **Each**
Includes interior and exterior building stairs, landings, platforms, and railings.

Elevators **Number of Stops** **Each**
Passenger or freight elevators including conveyor cab, doors, controls and rails.

Exterior Walls **Exterior Wall Area** **Sq. Ft.**
Includes bearing or non bearing walls from inside rough wall to outside finish walls, parapet walls, damp proofing, flashing, insulation, waterproofing, balcony walls and handrails. Includes exterior finishes, caulking and painting.

Interior Walls **Interior Wall Area (1 side)** **Sq. Ft.**
Includes partitions, bearing or non bearing walls, extending from floor-to-floor or floor-to-ceiling excluding finishes. Includes masonry walls, steel or wood stud framing, blocking, acoustic material (insulation), bracing, and anchorage, **but** excludes painting, gypsum board or other applied finish.

Interior Finishes **Gross Building Area** **Sq. Ft.**
Includes finishes applied to floors, walls, ceilings, stairs and ramps such as wall covering, resilient flooring tile, terrazzo, wood, carpeting, acoustical tile, plaster, paint, gypsum board, suspended ceiling systems, caulking, and all related trim work.

Doors & Hardware **Surface Area one Side** **Sq. Ft.**
Includes all exterior and interior doors, frames, hardware, caulking and painting.

Windows Glazed Walls **Surface Area One-Side** **Sq. Ft.**
Includes windows, glazed wall systems, glazing, caulking, and painting.

Specialities **Gross Bldg. Area** **Sq. Ft.**
Includes chalk and tack boards, signs and plaques, flag poles, access flooring, telephone enclosures, ladders, storage shelving, toilet and bath accessories, fireplaces, compartments and cubicles, movable partitions, identifying devices, protective covers, postal specialities, scales, exterior sun control devices and wardrobe specialities, excluding special mechanical or electrical equipment.

Plumbing-Domestic **Number of Fixtures** **Each**
Includes water supply and treatment, wastewater disposal and treatment, plumbing equipment, fixtures and trim, and insulation, i.e., hot and cold water pipes, waste, soil and vent pipes, water heaters, water coolers, floor drains, and roof drains. Fixture count shall include 1 fixture for each

bathtub, shower, drinking fountain, water heater, water cooler, lavatory sink, slop sink, wash fountain urinal, water closet and roof drain. Also, 1/2 fixture shall be included for each rough-in without a fixture (i.e., ice maker rough-in), floor drain and wall hydrant.

Heating, Ventilation,

and Air Conditioning

Capacity

MBTU or Tons

Includes heating, ventilating and air conditioning systems, i.e., heat generating equipment, refrigeration, air distribution, piping, controls and instrumentation, and insulation.

Fire Protection

Gross Area Protected

Sq. Ft.

Includes sprinkler pipe, fittings, valves, pumping equipment, tanks, sprinkler heads and controls. Also include carbon dioxide and other fire protection systems.

Power

Connected Load

KW

Includes all interior distribution for power and special electrical systems, i.e., switchboards, transformers, motor controls, distribution switches, motor starters, feeders, branch-circuit wiring and devices, panels and lightning protection. Exclude all interior distribution for lighting fixtures and emergency lighting, i.e., light fixtures, branch circuit wiring and devices for lighting.

Lighting

Gross Bldg. Area

Sq. Ft.

Includes all interior lighting fixtures, exit and emergency lighting, branch circuit wiring, conduit, and devices for light fixtures only.

Special Electrical

Gross Bldg. Area

Sq. Ft.

Includes all special electrical systems such as Telephone, CATV, Direct Current, Uninterruptible Power Supply (UPS), Emergency Generators, Data Communications, Fire Alarm, Security Detection and EMCS.

Built-In-Equipment

Bldg. Gross Area

Sq. Ft.

Includes contractor furnished and installed specialty equipment such as casework, shelving, exhaust hoods, coolers, freezers, kitchen equipment, and stage apparatus for hospitals, clinics, food services, chapels, theaters, rifle ranges, laboratories, libraries, etc.

Other Special Systems

Gross Bldg. Area

Sq. Ft.

Includes systems such as Vacuum, Oxygen, Compressed Air, Vehicle Exhaust, Dust Collection, Bridge Cranes, Vehicle Lifts, Hoists, Monorails, Conveyors, etc. Cost each system individually in estimate and enter sum total on Summary Sheet.

Interior Demolition

Gross Building Area

Sq. Ft.

Includes all interior building demolition connected with new construction or alternatives. Also includes any work on, or in, the exterior wall. Does not include complete building demolition.

HAZMAT Abatement

Total Cost

Lump Sum

Includes costs for abatement of asbestos, lead based paint, and other hazardous materials in existing areas of buildings, as well as costs for sealing off areas, lead based paint removal, asbestos removal or encapsulation, monitoring, testing, disposal, change areas, protective clothing, respirators, and other related costs.

Exterior Electrical

Distribution

Length of Run

Lin. Ft.

Includes overhead power distribution, i.e., poles, crossarms, insulators, guying, terminations, lightning protection, wire and cable, and underground distribution, i.e., excavation and backfill, concrete encased duct bank, direct burial duct, manholes, handholes, cable, terminations, stress cones, and grounding. Also includes costs of transformers and substations for Agency-owned systems. Add in this total the costs of exterior Fire Alarm, EMCS, security and similar distribution lines.

Area Lighting **Number of Fixtures** **Each**
Includes poles, fixtures, excavation and backfill, concrete work, wire, duct and conduit.

Exterior Mechanical

Distribution **Length of Run** **Lin. Ft.**
Includes overhead and underground mechanical distribution system such as steam, hot water, condensate, chilled water, natural gas, compressed air systems and piping, insulation, valves, trenches, excavation, backfill, manholes, supports, anchors, etc., as required to provide the systems outside the building 5' line.

Water Distribution **Length of Run** **Lin. Ft.**
Includes complete potable water distribution system, i.e., utility service connections, fire hydrants, excavation and backfill, pipe, valves and fittings outside building 5' line. Also includes pump station and booster pump if required.

Sanitary Sewers **Length of Run** **Lin. Ft.**
Includes complete sanitary sewer system, i.e., utility service connections, excavation and backfill, sheeting and shoring, dewatering, pipe and fitting, manholes, cleanouts, septic disposal and process and acid waste system outside the five-foot line. Also includes pump/lift station if required.

Stormwater System **Length of Run** **Lin. Ft.**
Includes utility service connections, excavation and backfill, sheeting and shoring, dewatering, pipe and fittings, manholes, catch basins, curb inlets, dry wells, ditches and culverts, retention ponds, detention ponds, underground detention structures, and headwalls. Also includes culverts, drainage facing materials, erosion control material and devices and slope protection from storm water runoff.

Paved Roads **Paved Area** **Sq. Yd.**
Includes paving, tack and seal coats, curbs, curbs and gutters, subgrade preparation, fine grading, compaction, sub-base course, base course, wearing course, finish course, rails and barriers, reinforcing, expansion./ control joints, wheel stops and pavement markings.

Paved Parking **Paved Area** **Sq. Yd.**
Includes paving, tack and seal coats, curbs, curbs and gutters, subgrade preparation, fine grading, compaction, sub-base course, base course, wearing course, finish course, rails and barriers, reinforcing, expansion control joints, wheel stops, and pavement markings.

Earthwork **Volume (Cut + Fill)** **Cu. Yd.**
Includes site grading, site excavation, soil stabilization, soil treatment, and site clearing. Also includes removal and disposal of unsuitable material; obtaining, placing, rolling, compaction, and proof rolling new/borrow material.

Landscaping **Area Planted** **Sq. Yd.**
Includes trees, shrubs, ground covers, and planters. Also includes fine grading and leveling, fertilizer and limestone application, spreading and leveling topsoil, seeding, mulching and sodding.

Site Improvements **Area Developed** **Sq. Yd.**
Includes retaining walls, terrace and perimeter walls, signs, site furnishings, fountains, pools and watercourse, flagpoles and other miscellaneous related items. Also includes recreational areas/playing fields, recreational equipment, walks, ramps, steps, restrooms and similar improvements.

Supporting Structures **Lump Sum** **Each**
Includes treatment facilities, equipment buildings, pollution abatement structures, oil water separators, electro-static precipitators, wash platforms, guardhouses and similar structures. (Sum supporting structures with Site Improvements and enter as Site Improvements and Cost Summary

sheet.)

Fencing

Length of Fence

Lin. Ft.

Includes footings, posts, fencing materials, alarms, gates and turnstiles for perimeter fencing.
Includes station perimeter and individual facility.

Special Building

Foundations

Length

Lin. Ft.

Includes driven piling of wood, steel or concrete; caissons; pressure injected footings; cast-in-place piling; special or dynamic compaction; and other special building foundation systems required.

Demolition-Site

Lump Sum

Each

Includes removal, hauling and disposal of utilities, buildings, roads, paving, slabs, foundations, structures and related existing site features.

II. PROJECT MANAGER

PERSONNEL/COMPANY QUALIFICATIONS

It is preferred that the Project Manager have a degree in Construction Management, Building Construction or Engineering. The Project Manager shall demonstrate through a combination of education and experience the ability to maintain the cost, control the schedule, maintain the CPM and adjust the critical path, account for float, manage the project, conduct meetings, maintain records, etc.

The Project Manager shall be knowledgeable of and experienced in application of the requirements of the General Conditions of the construction contract (CO7 from the CPSM).

The Project Manager assigned to projects of \$500,000.00 in construction costs or greater shall have five recent years of experience on at least 2 projects of \$500,000.00 or higher.

The Project Manager assigned to projects less than \$500,000.00 in construction costs shall have three recent years of experience.

SERVICES TO BE PROVIDED

The design period services to be provided by the Project Manager shall be those designated by the Agency.

The Agency may desire that the Project Manager act as the Owners representative for a complete project, from design through project close out.

The construction period services to be provided by the Project Manager are generally described as follows:

- Conduct Preconstruction meeting;

- Confirm in writing, all oral orders given by the A/E to the Contractor and/or the Project Inspector;

- Transmit Owner's Orders to Contractor;

- Review Contractor's proposed work plan & schedule for logic and durations of activities, for coordination with Owner's phasing/shutdown schedule, etc.;

- Review schedule for adequate time to review submittals;

- Review/recommend approval of project schedule per Section 19 of the Form CO-7, General Conditions of the Construction Contract;

- Report on Contractor adherence to schedule;

- Review/approve Contractor's periodic progress graph/schedule as it relates to actual progress of the Work;

- Approve Contractor's proposed type of temporary heat as it may affect protection of construction;

- Advise Owner on construction matters related to the project;

Keep accurate records of daily weather conditions, Contractor's manpower and equipment on-site, construction activities/work being performed, materials delivered and accepted, outstanding submittals and/or Requests For Information which may impact job progress, and any other relevant information;

Provide written Daily and Weekly Reports of construction site conditions, activities and progress;

Determine progress & quality of Work;

Observe Contractor's adherence to safety regulations and the Contractor's safety program and advise the Contractor and the Owner of any violations observed;

Recommend suspension of Work when appropriate;

Note & report Defects & Deviations in the Work;

Make any checks or inspections as required by the Construction Contract Documents as the Work progresses;

Coordinate/Schedule Special Inspections with Owner's Testing Contractor;

Require defective Work to be removed and redone;

Reject inferior or poor workmanship;

Reject Work which does not conform to Contract Documents requirements;

Require Contractor to make repairs or corrections deemed necessary;

With Owner's approval, suspend Work which depends on non-conforming Work until an acceptable correction or replacement is provided by the Contractor;

Approve repair/restoration of damaged work;

Inspect roof & advise when ready for roof survey;

Review Contractor's requests for Change Order and make recommendations to Owner on validity of request;

Review Contractor's Change Order, CO-11, pricing and determine validity of amounts proposed; provide recommendation to Owner; and assist Owner in negotiating with Contractor when requested;

Approve Schedule of Values, CO-12, format and content / breakdown to assure level of detail is adequate to assess the Work completed and evaluate the certificate for payment.

Schedule & conduct monthly pay meeting;

Review CO-12 pay request vs. work done & materials stored & certify amount;

Certify monthly pay requests;

Receive Contractor's Affidavit of Payment of Claims;

Review Contractor requests/claims for Extension of time and provide recommendation to Owner;

Review Contractor claims for Extras and provide recommendation to Owner

Verify Project is ready for substantial completion inspection prior to actual inspection;

Conduct Substantial Completion Inspection and prepare "Punchlist";

Conduct Final Completion Inspection;

Complete and sign Certificate of Substantial Completion, CO-13.1a, and Certificate of Completion, CO-13.1;

Assure "As-Built" drawings prepared by the Contractor reflect the actual as-built conditions;

Prepare Record Drawings (if this work is deleted, in writing, from the A/E's Work and included in these services).

IV. PROJECT INSPECTOR/CLERK OF THE WORKS

PERSONNEL/COMPANY QUALIFICATIONS

The Project inspector/clerk of the works assigned to projects of \$500,000.00 in construction costs or greater shall have five recent years of experience on at least 2 projects of \$500,000.00 or higher.

The Project inspector/clerk of the works assigned to projects less than \$500,000.00 in construction costs shall have three recent years of experience.

The Clerk of the Works must have the following minimum qualifications to perform the duties listed below:

- have education, trade related training, and experience in a design or construction related field;
- have the ability to read and understand the requirements of building Plans & Specifications;
- have some knowledge of construction means, methods and procedures;
- be knowledgeable of and have reasonably convenient access to the codes and standards referenced in the Contract Documents which stipulate the requirements for installation and workmanship on the trades involved in the Work. (e.g. ACI, SMACNA, NFPA, NEC, BOCA, ASHRAE, etc.)
- have an understanding of the General Conditions of the Construction Contract;
- have the ability to read and understand a construction bar chart schedule; and
- have the ability to communicate effectively orally and in writing.

SERVICES TO BE PROVIDED

The following is a detailed listing of the duties, services, functions and responsibilities of the Project Inspector / Clerk of the Works for Construction Projects. The Project Inspector is an employee of the Owner and is responsible to the Owner for performing the duties, observations, and services described. This in no way relieves the Architect/Engineer from providing and being responsible for his contractual obligations as described in the Manual, the A/E contract, and the General Conditions of the Construction Contract.

The Project Inspector shall perform the following services unless modified by the contract for services:

- Monitor and inspect all construction materials, equipment, and supplies for compliance with the contract documents, shop drawings, and submittals.
- Inspect installation and workmanship for compliance with the approved plans, specifications, shop drawings and referenced standards. (e.g. Ad, SMACNA, NFIPA, NEC, BOCA, ASHRAE, etc.) Verify compliance prior to cover or close-in of work.
- Monitor quality and coordination of trade contractors' Work at all times. Recommend to the Owner ways to alleviate identified problems. Identify all work not done in accord with the Contract Documents and report it to the Owner and A/E.
- Immediately report all discrepancies in the Contractor's work to the Architect/Engineer and the Owner. Also report any discrepancies noted in plans and specifications to the Architect Engineer (A/E) for clarification or resolution. The Project Inspector shall not interpret or change approved plans and specifications.
- Keep a record or records, including a daily log of construction activity, roofing, tests, inspections, reports, photographs, and annotated drawings, in order to show the progress of and changes in the project during its construction. Keep records of the designer's and designer's representatives' site visits. Maintain these

records.

- Provide full-time inspection of the roof during its application. The Inspector shall not permit the Contractor to install roofing materials without first having obtained from the A/E a copy of the manufacturer's certification confirming that roofing materials delivered for use on the project meet specified ASTM standards. During 'Roofing Operations,' the inspector shall maintain a daily written roofing report covering such items as: weather conditions, deck conditions, materials stored, and installation procedures including, bitumen temperature at kettle and point of application, etc. A copy of the daily report shall be given to the Contractor.
- Notify the A/E and Owner if work begins before required shop drawings, product submittals, or samples have been approved by the ME. Receive and log samples required to be furnished at the site; notify the A/E when they are ready for examination; record the A/E's approval or other action; and maintain custody of approved samples.
- Report to the A/E and the Owner when in his judgment the Work being performed does not conform to the requirements of the Contract Documents or safety requirements are not being followed and, if appropriate, recommend suspension of the Work.
- Notify the Owner any safety violations, OSHA visits, accident reports, and corrective actions observed. Such reports do not relieve the General Contractor of responsibility for safety under terms of the Contract for construction.
- Observe tests required by the Contract Documents. Record and report, to the A/E and Owner, the Contractor's test procedures and, where applicable, results of the tests.
- Observe and report on all tests performed by the Contractor and note results in daily reports.
- Report presence of and activities performed by Owner's Testing & Inspection agents.
- Verify invoices for on-site tests/site visits of independent testing entities, which are to be paid by the Owner.
- Submit to the Owner and the A/E a weekly report in an approved format summarizing the significant activities and occurrences at the project site. Include copies of the Daily Reports with the report. (See Formats in Appendix N of the Manual.)
- The Inspector shall record, maintain, and submit with the Weekly Report a running record of outstanding, unresolved issues. The record shall include the issue, date of occurrence, and date of resolution. After an item is reported to be corrected, it shall be deleted from the list in the weekly report.
- The Inspector shall report, in writing, to the Owner and A/E any notifications from the Contractor of dates and times that services will be disrupted.
- The Inspector shall participate in progress and monthly pay meetings with the owner's representative, Architect, Contractor, and other designated representatives, to review the current status of Work and any action needed to keep the project within budget and on schedule. The Owner may assign the Inspector other duties related to these scheduled meetings.
- The Inspector shall record, maintain, and submit with the weekly report a running record of outstanding discrepancies / deficiencies noted by the Inspector. The record shall include the item, the date observed, and the date corrected. After an item is reported to be corrected, it shall be deleted from the list in the weekly report.
- The Inspector shall maintain, on site, a complete set of minutes of meetings as a "Running Record" of evolution of problems and solutions during progress of the work.
- The Inspector shall maintain current copies of the following at the jobsite:

- a. current set of Contract Documents (addenda, contracts, drawings, specifications, change orders, proposed change orders, request for clarification, construction change authorizations, A/E's supplemental instructions, etc.
 - b. all correspondence and reports of site conferences
 - c. shop drawings
 - d. samples and product data
 - e. Owner's purchases, including material and equipment
 - f. supplementary drawings
 - g. color boards, schedules and samples
 - h. names and addresses of Contractors, Sub-contractors, and Principal Material Suppliers
 - i. Contractor's Applications For Payment
 - j. running list of discrepancies/deficiencies and dates
 - k. running list of Unresolved Issues
 - l. A/E punch lists with date of issue indicated on each
 - m. any other documents and revisions resulting from issues concerning the Contract or Work
 - n. maintenance and operating manuals and instructions when received from Contractor
- The Inspector shall review and provide a recommendation to the Owner on the acceptability of all proposals submitted by the Contractor for changes initiated by the Owner or Architect, and the acceptability of all claims for change orders initiated by the Contractor.
 - The Inspector shall confirm to the Owner that changes required by approved change orders are incorporated in the work at a time deemed appropriate by the Contractor, and are reflected in the Contractor's progress schedule.
 - The inspector shall keep a record of all Proposal Requests from the Architect, change order proposals from the General Contractor, and executed change orders from the Architect. He shall file copies with the Owner monthly.
 - Throughout construction, the Inspector shall review the Contractor's detailed schedule and advise the owner on the Contractor's progress and all other construction scheduling issues. He shall monitor the schedule, notify the owner of any slippage in critical path time, make recommendations on accepting the Contractor's proposed schedule recovery plan, and maintain an annotated copy of the schedule that reflects actual progress of the work.
 - The Inspector shall maintain, at the site, a copy of the project schedule with notations, highlighting, etc., that show work to date and any changes made in the CPM schedule. Where a schedule shows early/late start and finish dates for various activities, the Project Inspector shall note actual dates of each occurrence on a copy of the CPM listing. The Inspector shall make recommendations to the Owner as appropriate concerning the Contractor's conformance to the schedule and/or recovery plans.
 - When the Contractor is directed to make changes based on unit costs, the Inspector shall verify accuracy of quantities of material and labor (or other units of measure) attributable to change orders. The Inspector shall verify that all change orders are complete.
 - The Inspector shall observe the Contractor's Record Drawings at intervals appropriate to the state of construction and shall notify the Architect of any apparent failure by the Contractor to maintain up-to-date records.
 - The Inspector shall review each certificate and application for payment and advise the Architect and Owner if they accurately represent progress of the work and values of each line item in the Schedule of Values. He shall verify that stated quantities of stored materials are accurate. Based on such review and verification, he shall make recommendations to the Owner and Architect to approve or to revise the Certificate and application for payment.
 - The Owner may assign the Project Inspector other duties related to the project.

VI. ROOFING

ROOFING INSPECTOR PERSONNEL/COMPANY QUALIFICATIONS

The minimum qualifications below serve as criteria for Owners who must select an outside, full-time roofing inspector:

- A. The Inspector should have a thorough knowledge of roofing details, flashing, and systems employing single-ply, built-up, metal, shingle, slate, or other membranes as the main weatherproof barrier.
- B. The Inspector should have attended at least three formal schools! seminars (for example: AIA, BURSI, RCI, CSI, NRCA or RIEI seminars) providing no less than a total of four (4) continuing education units, have a registered roof observer registration from RCI (or a Quality Assurance Observer Certificate from RIEI for the roof system to be observed) or have equivalent training as approved by BCOM.
- C. He should be thoroughly familiar with the latest edition of the NRCA Roofing and Waterproofing Manual.
- D. The Inspector should have a minimum of five years of full-time, practical roofing experience or approved equivalent experience.
- E. He should identify, in writing, at least three projects where he has been the full-time roofing inspector. He should provide names, addresses, and telephone numbers of roof owners and Architects/Engineers for the roof projects.
- F. He should be trained and competent in the services he is providing.

ROOFING INSPECTOR SERVICES TO BE PROVIDED

- (1) The Inspector shall monitor the work continuously during installation of the roof.
- (2) He shall monitor the work for compliance with the contract documents and the State's Roofing Policy of Chapter 7 of the Manual.
- (3) He shall immediately report any deviations from the contract documents, the State's Policy, or good roofing practice to the Architect and Owner. A written report shall follow an oral report.
- (4) The Inspector may recommend suspension of work or rejection of non-complying work to the A/E and Owner.
- (5) He shall not:
 - (a) Allow roofing materials to be installed until the manufacturer's certification that the roofing materials comply with specified ASTM or other approved standards are received. He shall notify the Owner so that appropriate action can be taken.

- (b) Authorize deviations from the contract documents.
 - (c) Enter the area of responsibility of the Contractor's superintendent.
 - (d) Issue orders on any aspect of construction means, methods, techniques, sequences, procedures, or safety in connection with the work.
- (6) The Inspector shall keep a daily log (refer to the form at end of this appendix.) for each project and shall give a copy of the log to the roofing contractor. The Inspector shall record all pertinent information such as weather, daily progress, workmen on the job, material storage, deck condition, bitumen temperature, installation procedures, quality of workmanship, job-related visitors, and so forth.

ROOFING CONSULTANT PERSONNEL/COMPANY QUALIFICATIONS

The Consultant should have the following qualifications:

- A. Roof consulting and testing services should be the Consultant's full-time occupation.
- B. He should have a minimum of five years of field experience in providing the service.
- C. He should have completed at least three service contracts in the recent past. Work for each of the completed contracts should be roughly equivalent in size and complexity to the proposed work.
- D. He should be required to submit three complete surveys of roofs that were repaired, recovered, or replaced; names, addresses and telephone numbers of roof owners; and Architects or Engineers responsible for preparing the drawings and specifications.
- E. He should have attended at least three formal roofing schools seminars (RIEI, BURSI, RCI, NRCA, AIA, CSI Seminars, for example). The seminars should be the type that gives CEU (Continuing Education Unit) credits. A minimum total of four (4) CEU credits should have been received.
- F. He should be trained, experienced and competent in performing required services.
- G. If testing is required, he shall be appropriately trained, certified, licensed in the testing procedures (infrared, nuclear, electrical capacitance surveys; core sampling; ASTM procedures; gravimetric analysis; and so forth) required for the service.
- H. He should submit resumes of his firm and all employees participating in the service.
- I. His resume should describe other related services and contributions, such as writing, lecturing, and serving as an expert witness that he has provided. He should list any professional qualifications or licenses.
- J. The resume form must be submitted with the roof Consultant's response to the Owner's request for proposal. It will be used with other requested items to evaluate the applicant.

ROOFING CONSULTANT SERVICES TO BE PROVIDED

A non-destructive (NDE) Survey uses infrared or nuclear and electric capacitance moisture detection equipment to locate unacceptable moisture within a roofing system. An infrared or nuclear survey may be used alone; electric capacitance is acceptable only if it is used with infrared or nuclear surveys.

An NDE survey is mandatory before a newly constructed roof may be accepted. Depending on the size and condition of an existing roof, a survey may or may not be required before an Agency may repair or replace the roof. The following outlines requirements for NDE surveys:

A. Equipment, subject to the Owner's approval, shall be equal to the following:

- (1) Infrared: AGA 720 system or Inframetrics 520 system
- (2) Nuclear: Seaman Troxler 3216 Roof Reader, Nuclear Model R-50 or later model
- (3) Electrical Capacitance: As approved by the Owner

B. Surveys

- (1) Infrared: Provide a complete survey of the roof or roofs. Outline all anomalies with spray paint. Provide a thermogram showing the outlines and daylight photographs of all anomalies. If video thermogram imaging is used, provide the Owner with the video tape of the survey. Roof markings, thermogram, and photographs shall be numbered so that features can be readily identified and coordinated.

Walkover surveys shall be performed in a pattern of 20'-0" maximum (20 foot maximum distance between walk paths), however the distance between walk paths shall not exceed the sensitivity of the instrument being used. Instrument sensitivity shall permit recognition of areas of wet insulation as small as 6 inches on a side. Surveys, inspection procedures, reports, etc. shall be conducted in accordance with the requirements and procedures in ASTM C153, "Standard Practice for the Location of Wet Insulation in Roofing Systems Using Infrared Imaging", except as otherwise noted in this Appendix.

- (2) Nuclear: Provide a grid, comprising 5'-0" on-a-side grid unit, to completely cover the roof or roofs. Mark each grid intersection with spray paint. Take readings at the inter-sections and record them on a roof plan. Provide daylight photographs of anomalies.

C. Core Samples

Since NDE surveys are not able to measure moisture in roofs directly - nuclear equipment responds to hydrogen emissions, infrared to heat changes - core samples to measure actual moisture content must be taken from surveyed roofs and correlated with NDE readings. The samples shall be taken as follows:

- (1) One is required on roofs showing no anomalies. Additional cores are not required if the Consultant can show that moisture is not causing detected anomalies. The Consultant shall identify such anomalies and explain their cause in a written report to the Owner.
- (2) On all other roofs a minimum of one dry and one wet core shall be taken from each roof surveyed.
- (3) As many cores as needed should be taken to establish moisture counts and changes, but no more than five cores shall be taken from any roof.

D. Gravimetric Analysis

As soon as possible after samples are taken, cores should be sealed in airtight containers and taken to a laboratory for analysis.

- (1) Analyze samples gravimetrically to determine percent of moisture in any required core sample taken from new roofs and, unless waived for justifiable reasons, from existing roofs.
- (2) Identify all materials - surfacing, membrane (and number of plies), insulation, vapor barriers, adhesives, etc. - in the cores.

E. Moisture Conditions

The Surveyor shall correlate survey reading results with actual moisture conditions determined by core samples gravimetrically analyzed. The correlation shall be shown or tabulated on the drawings.

F. Report

The Consultant shall submit a written report explaining what the problems are, what to do about them, and what the costs are. Specifically, the report shall:

- (1) Identify and describe all anomalies.
- (2) Identify and describe any visual survey defects that may be harmful to the roof.
- (3) Give the causes for each anomaly and defect.
- (4) Recommend alternate courses of corrective action for defects and anomalies harmful to the roof.

- (5) Provide the cost for correcting the defects and anomalies.

The consultant hired to survey roofs shall provide plans complying with the following:

A. General Requirements are:

- (1) Print size, preferably, should be 24" X 36"; but in no case larger than 36" X 46".
- (2) Minimum drawing scale is 1/8" = 1'-0" for roofs or portions of roofs surveyed.
- (3) Provide one reproducible print (Mylar, etc.) and two non-reproducible prints, as a minimum, for each sheet of drawings.

- (4) A legend defining all symbols and explaining abbreviations.

B. Drawings shall show the following as a minimum:

- (1) All roofs surveyed
- (2) State identification, title, and date
- (3) An orientation north arrow and drawing scale
- (4) The area of each roof and approximate overall dimensions
- (5) All existing features, equipment, and roof penetrations of whatever nature (such as vents, stacks, drains, hatches, skylights, screens, railings, mechanical equipment, etc.) shall be accurately indicated, identified, and drawn to scale.
- (6) All roof slopes and valleys noted with drainage arrows. If there is no slope, state that the roof is dead level.
- (7) Where flashing is carried to a vertical surface, identify the surface (roof vent, masonry parapet, etc.) and give its height from roof level.
- (8) For a visual survey, show and explain all roofing defects and anomalies. Show interior damage (to the roof system) by dotted line.
- (9) For an infrared survey, accurately delineate moisture anomalies with contour lines; for a nuclear survey, show all grid point readings and define areas having unacceptable moisture by contour lines. Show where core samples were taken. Correlate nuclear grid point readings and infrared contour changes to percent of moisture. Dimension areas recommended for removal and locate them with respect to fixed identifiable features (such as parapets).
- (10) Provide at least one detail section ($3/4" = 1' - 0"$ minimum) showing roof construction where core samples were taken; more if there are differences in construction from core to core. Identify surfacing material, membrane product, insulation type and thickness, vapor barrier if used, and deck construction.

III. CONSTRUCTION INSPECTION/TESTING SERVICES

PERSONNEL/COMPANY QUALIFICATIONS

The Offeror's test facilities, equipment, and procedures shall have been inspected, tested and approved by the National Bureau of Standards and by other applicable agencies as appropriate for the tests being performed and shall be periodically inspected for continued conformance.

All field and laboratory tests shall be performed by, or under the direct supervision of, a qualified technician who is certified by a nationally recognized certification organization such as the National Bureau of Standards, the American Council of Independent Laboratories, and/or the American Concrete Institute.

Laboratory tests shall be run in accordance with the applicable standard or as required by the construction schedule.

Field tests shall be run at times as required to meet the construction schedules based on a minimum of twelve (12) hours notification. Field test results shall be made immediately available to the Owner.

Test results shall be certified and/or interpreted by a professional engineer upon request by the Owner. The Contractor shall distribute copies of reports, recommendations and findings.

CONSTRUCTION INSPECTION/TESTING SERVICES TO BE PROVIDED

Site visits shall be provided for the following activities:

Soils technician performing compaction/density tests and footing inspections per ASTM standards in job specifications

Concrete technician to sample fresh concrete and make cylinders in the field per ASTM C31 and ACI 301 standards

Technician at the site to inspect and test steel framing connections, including ultrasonic testing and radiographic testing of welds

Technician to obtain drilled cores of hardened concrete from a job site

Laboratory services shall be provided for the following tests:

Moisture content of soil/aggregate	ASTM D2216
Atterberg limits	ASTM D4318
Shrinkage factors of soils	ASTM D427
Natural density and moisture content	AASHTO T233
Aggregate sieve analysis	ASTM C136
Standard Proctor test	ASTM D698
Modified Proctor test	ASTM D1557
California bearing ratio	VTM 8
California bearing ratio (Proctor)	ASTM D1883
Unconfined compressive Str-Soil	ASTM D2166
Concrete cylinder compression test	ASTM C39
Testing of drilled cores from site	ASTM C42
Fireproofing tests thickness and density	ASTM E605
Fireproofing adhesion	ASTM E736

V. ASBESTOS/LEAD

PERSONNEL/COMPANY QUALIFICATIONS

ASBESTOS INSPECTOR LICENSING REQUIREMENTS.

Qualifications for licensure.

- A. Each individual applying to the board for licensure as an asbestos inspector shall submit a completed application, all training documents as required by 18 VAC 15-20-30 C, the appropriate fee as established in 18 VAC 15-20-50, and evidence of meeting the experience requirements as established in subsection B of this section. Evidence of experience and education shall comply with 18 VAC 15-20-40.
- B. The applicant shall provide evidence of experience in performing asbestos inspections in buildings or industrial facilities, including collecting bulk samples, categorizing ACM, assessing ACM and preparing inspection reports. The amount of experience required is dependent on the applicant's formal education and is as follows:
 1. An applicant with a bachelor's degree in engineering, architecture, industrial hygiene, physical science or a related field shall have at least six months' experience if have completed a minimum of five inspections.
 2. An applicant with a two-year associate's degree in engineering, architecture, industrial hygiene, physical science or a related field shall have at least 12 months' experience or have completed a minimum of 10 inspections.
 3. An applicant with a high school diploma shall have at least 24 months' experience or have completed a minimum of 15 inspections.

Qualifying experience.

Experience may be obtained by:

1. Conducting asbestos inspections in jurisdictions outside of Virginia in accordance with all federal, state and local statutes.
2. Conducting asbestos inspections under the direct supervision, as defined in this chapter, of a licensed inspector, or EPA-accredited inspector where no license is required. All reports prepared by the unlicensed individual shall be signed by the licensed or EPA accredited inspector in charge. The licensed or EPA-accredited inspector assumes responsibility for all sampling and reports prepared by the unlicensed individual.

ASBESTOS MANAGEMENT PLANNER LICENSING REQUIREMENTS

Qualifications for licensure.

- A. Each individual applying to the board for licensure as an asbestos management planner shall submit a completed application, all training documents as required by 18 VAC 15-20-30 C, the appropriate fee as required by 18 VAC 15-20-50, and evidence of meeting the experience requirements established by 18 VAC 15-20-250 B and subsection B of this section. The applicant shall also meet all qualifications to be licensed as an asbestos inspector, whether or not the license is held. Evidence of experience and education shall

comply with 18 VAC 15-20-40.

- B. The applicant shall provide evidence of experience evaluating inspection reports, selecting response actions, analyzing the cost of response actions, ranking response actions, preparing operations and maintenance plans and preparing management plans. The amount of experience required is dependent on the applicant's formal education and is as follows:

1. An applicant with a bachelor's degree in engineering, architecture, industrial hygiene, physical science or a related field shall have at least six months' experience or shall have completed a minimum of five management plans.
2. An applicant with a two-year associate's degree in engineering, architecture, industrial hygiene, physical science or a related field shall have at least 12 months' experience or shall have completed a minimum of 10 management plans.
3. An applicant with a high school diploma shall have at least 24 months' experience or shall have completed a minimum of 15 management plans.

Qualifying experience.

Experience may be obtained by:

1. Preparing management plans or conducting asbestos inspections in jurisdictions outside of Virginia in accordance with all federal, state and local statutes.
2. Preparing management plans or conducting asbestos inspections under the direct supervision, as defined in this chapter, of a licensed management planner or inspector, or EPA-accredited management planner or inspector where no license is required. All reports prepared by the unlicensed individual shall be signed by the licensed or EPA accredited management planner or inspector in charge. The licensed or EPA-accredited management planner or inspector assumes responsibility for all sampling and reports prepared by the unlicensed individual.

ASBESTOS PROJECT DESIGNER LICENSING REQUIREMENTS.

Qualifications for licensure.

- A. Each individual applying to the board for licensure as an asbestos project designer shall submit a completed application, all training documents as established in 18 VAC 15-20-30 C, the appropriate fee as established in 18 VAC 15-20-50, and evidence of meeting the experience requirements as established in subsection B of this section. Evidence of experience and education shall comply with 18 VAC 15-20-40.
- B. The applicant shall provide evidence of experience in the preparation of project designs or project specifications. The amount of experience required is dependent on the applicant's formal education and is as follows:
 1. An applicant with a bachelor's degree in engineering, architecture, industrial

hygiene, physical science or related field shall have six months' experience or shall have completed a minimum of five project designs.

2. An applicant with a two-year associate's degree in engineering, architecture, industrial hygiene, physical science or related field shall have 12 months' experience or shall have completed a minimum of 10 project designs.

3. An applicant with a high school diploma shall have at least 24 months' experience or shall have completed a minimum of 15 project designs.

Qualifying experience.

Experience may be obtained by:

1. Preparing asbestos project designs in jurisdictions outside of Virginia in accordance with all federal, state and local statutes.

2. Preparing asbestos project designs under the direct supervision, as defined in this chapter, of a licensed asbestos project designer, or EPA-accredited asbestos project designer where no license is required. All project designs prepared by the unlicensed individual shall be signed by the licensed EPA-accredited project designer in charge. The licensed or EPA-accredited project designer assumes responsibility for all project design reports prepared by the unlicensed individual.

ASBESTOS PROJECT MONITOR LICENSING REQUIREMENTS.

Qualifications for licensure.

A. Each individual applying for licensure as an asbestos project monitor shall submit a completed application, all training documents as required by 18 VAC 15-20-30 C, the appropriate fee as established in 18 VAC 15-20-50, and evidence of meeting the experience requirements as established in subsection B of this section. Evidence of experience and education shall comply with 18 VAC 15-20-40.

B. The applicant shall provide evidence of experience in performing asbestos project monitoring through field work on project sites. This includes, but is not limited to, evaluating and monitoring asbestos work practices, collecting environmental asbestos air samples during abatement, performing visual inspections and taking final air samples to grant clearance for asbestos abatement projects. Each applicant shall provide evidence of 160 hours of said experience.

Qualifying experience.

Experience may be obtained by:

1. Acting as an asbestos project monitor in jurisdictions outside of Virginia in accordance with all federal, state and local statutes.

2. Acting as an asbestos project monitor under the direct supervision, as defined in this chapter, of a licensed asbestos project monitor, or an accredited asbestos project monitor

where no license is required. All project monitoring reports prepared by the unlicensed individual shall be signed by the licensed or accredited project monitor in charge. The licensed or accredited project monitor assumes responsibility for all reports and documents prepared by the unlicensed individual.

Project monitor training requirements.

- A. An applicant currently certified by the EPA as an asbestos project designer or asbestos supervisor shall successfully complete a board-approved asbestos project monitor training program of 16 hours and examination. Evidence of current project designer or current supervisor accreditation shall be submitted with the application.
- B. An applicant not currently certified as an asbestos project designer or asbestos supervisor shall successfully complete a board-approved asbestos project monitor training program of 40 hours and examination. Evidence of completion of the 40-hour training program shall be submitted with the application.
- C. Only project monitor training programs that are board approved will be accepted for meeting the training requirements.

ASBESTOS ANALYTICAL LABORATORY LICENSING REQUIREMENTS.

Qualifications for licensure.

- A. Each applicant for an asbestos analytical laboratory license shall submit a completed application, the appropriate fee as required by 18 VAC 15-20-50, and evidence of meeting the standards to perform one or more of the analyses described in subsections B, C and D of this section. Each license issued shall indicate which kind of analysis the asbestos analytical laboratory is seeking authorization to perform.
- B. For authorization to analyze bulk materials using PLM, the applicant shall provide evidence that the asbestos analytical laboratory is currently NVLAP accredited for bulk asbestos fiber analysis or evidence that the asbestos analytical laboratory is AIHA accredited and proficient in the AIHA bulk asbestos program. A copy of the NVLAP Certificate of Accreditation, Scope of Accreditation and documentation of NVLAP proficiency or a copy of an AIHA accreditation certificate and proof of proficiency in the AIHA bulk program shall be submitted with the application for licensure.
- C. For authorization to analyze airborne fibers using PCM:
 - 1. For fixed laboratory sites, the applicant shall provide evidence that each facility is accredited by AIHA or that each facility has been rated "proficient" in the PAT Program's most recent round of asbestos evaluations, or the applicant shall provide evidence that each analyst is listed or has applied for listing in the Asbestos Analyst Registry (AAR) and has a performance rating of "acceptable" for the most recent Asbestos Analyst Testing (AAT) round. The applicant shall also provide evidence that each analyst has completed the NIOSH 582 training program or equivalent.
 - 2. For laboratories that will be conducting on-site analysis, the applicant shall provide evidence that each on-site analyst is listed or has applied for listing in the AAR and has a performance rating of "acceptable" for the most recent AAT round within six months after January 2, 2002, or is accredited by AIHA or has been rated "proficient" in the PAT Program's most recent round of

asbestos evaluations. The applicant shall also provide evidence that each analyst has completed the NIOSH 582 training program or equivalent.

- D. For licensure to analyze asbestos airborne fibers using TEM, the applicant shall provide evidence that the asbestos analytical laboratory is currently NVLAP accredited to analyze asbestos airborne fibers using TEM. A copy of the NVLAP Certificate of Accreditation, Scope of Accreditation and documentation of NVLAP proficiency shall be submitted with the application.

LEAD INSPECTOR

Qualifications

Lead inspectors shall be licensed by the Virginia Board for Asbestos, Lead and Home Inspectors under the Code of Virginia section 54.1.

LEAD PROJECT DESIGNER

Qualifications

Persons licensed by the Virginia Board for Asbestos, Lead and Home Inspectors under the Code of Virginia section 54.1 to provide lead project designs.

LEAD RISK ASSESSOR

Qualifications

Persons licensed by the Virginia Board for Asbestos, Lead and Home Inspectors under the Code of Virginia section 54.1 to conduct lead inspections, lead risk assessments, and abatement clearance testing.

ASBESTOS/LEAD SERVICES TO BE PROVIDED

Review and update of existing assessments and abatement plans

Testing of suspicious materials

Development of abatement designs

Oversight of abatement contractors

Testing during abatement projects

All work shall comply with all prevailing EPA and VOSHA guidelines.

VII. SPACE PLANNING/INTERIOR DESIGN

PERSONNEL/COMPANY QUALIFICATIONS

All personnel shall be Certified Interior Designers as required by the Department of Professional Occupation and Regulations. The interior designers shall hold a four year degree from an institution accredited by the Foundation for Interior Design Education Research or an equivalent accrediting organization approved by the board, have two years of monitored experience and have passed the examination for certification as an interior designer. Monitored experience is defined as diversified experience in interior design under the supervision of a certified or licensed interior designer, an architect or professional engineer.

SERVICES TO BE PROVIDED

Space planning

Block space utilization studies

Selection of interior building finishes for new construction and renovations

Selection of interior furnishings

Development of presentation boards

Space planning for systems furniture

Determination of furnishings to be ordered, product take offs

Research on pricing for interior renovation work

Development of furnishing drawings and specifications

Conduct design meetings with clients

VIII. SCHEDULING

PERSONNEL/COMPANY QUALIFICATIONS

All personnel shall demonstrate through a combination of education, experience and certifications a complete understanding of CPM scheduling.

SERVICES TO BE PROVIDED

Provide schedules for projects as may requested by the Agency.

Review schedule submittals as may be requested by the Agency.

Scheduling services that are construction related will be addressed as defined below:

The Project Schedule incorporates all interrelated and interlocking activities including, but not limited to, the following:

- Design/engineering.
- Project reviews.
- Procurement and delivery of materials, equipment and systems.
- Pre-qualification and selection of Subcontractors.
- Submission and review of project submittals (shop drawings, product samples, etc.).
- Construction.
- Early room/area readiness dates.
- Inspections.
- Start-up, commissioning and turnover.
- Punchlists.
- Close-out.

The scheduling duties shall also incorporate the following requirements:

- The scheduler shall utilize short interval (3-week look-ahead) scheduling throughout the duration of the project for detailed coordination and short-term planning.
- Obtaining, coordinating and incorporating into the Project Schedule timely inputs from Subcontractors and Suppliers.
- Incorporate into the schedule the timing and resource requirements for all equipment, materials and
- Provide individually focused schedules for start-up and commissioning and for the punchlist process.
- When required, develop pictorial schedules which depict the construction schedule of a specific area in graphic form.
- Review schedules for float to assure that the float belongs to the Commonwealth.

IX. VALUE ENGINEERING (VE)

PERSONNEL/COMPANY QUALIFICATIONS

The CVS shall be certified by the Society of American Value Engineers and shall have had a minimum of eight years combined college education and practical on-the-job VE experience. Practical experience is considered to have been gained by being actively engaged as a consultant in VE activities.

SERVICES TO BE PROVIDED

Value Engineering Study for Capital Projects with values over \$5,000,000.00

The VE proposer/consultant shall provide one team consisting of a Certified Value Specialist Team Leader and at least one licensed architect and one licensed professional engineer from each discipline which have significant work on the project, usually one each of structural, mechanical and electrical engineers, VE Team members shall be experienced designers who are separate and completely independent from the Project A/B & its consultant firms.

The VE Study shall be coordinated, supervised and led by a person having Certified Value Specialist (CVS) credentials that qualify him/her to perform such services.

Members of the team shall be registered architects and professional engineers licensed in the Commonwealth of Virginia. All shall have a good understanding of VE principles and methodology as evidenced by attending a certified forty hour workshop. Team members shall be knowledgeable of the design and operational requirements and characteristics of the systems applicable to their discipline and the type of facility being studied.

Value Engineering Scope of Services:

The study shall be conducted by a qualified VE Team concurrent with the preliminary (40%) design review utilizing the five-step job plan as recognized by the Society of American Value Engineers (SAVE). A presentation of the study results shall be made to the Agency.

The VE Study shall be made by a multi-discipline team of five VE qualified professionals meeting on five consecutive work days. The study group will follow the five step job plan as recognized by the Society of American Value Engineers (SAVE). The VE report shall encompass the recommendations of the VE study group and include detailed cost estimates, life cycle analysis and sketches, as necessary.

The VE Team shall be assembled and isolated away from their normal work station in order to avoid the normal daily interruption. The Agency will provide a suitable room with tables and chairs. VE services shall be performed in a timely manner concurrently with the normal preliminary design review to minimize any delay in the schedule.

The typical VE Team will be composed of

- a. VE Team Leader (CVS)**
- b. Architect
- c. Structural Engineer
- d. Mechanical Engineer
- e. Electrical (or Civil) Engineer
- f. Typing, Clerical and Estimating support staff as necessary

** The principle person responsible for pre-study work, assembling, editing and reproducing the recommendations generated by the Value Engineering Team Study. C.V.S. must edit and sign the final report.

Certified Value Specialist (CVS) Responsibilities: The CVS shall have the following responsibilities for the YE Study:

- a. Pre-Study
 - (1) Review complete design package & identify high cost areas.
 - (2) Prepare cost model (actual vs. historical)
 - (3) Prepare bar graphs of all sub systems.
 - (4) Prepare preliminary cost worth ratios.
- b. 40 Hour Study
 - (1) Team Leader and coordinator.
 - (2) Team recorder.
 - (3) Presentation of recommendations.

Study

Write and assemble report.

Proof all VE recommendations, especially the cost estimate and life cycle analysis.

Calculate redesign effort for each recommendation in manhours.

Sign and submit final report within 7 days. Express mail 10 copies to the Owner and 5 copies to A&E of record.

VE Report Requirements: The results of the VE study performed on the project shall be documented as follows:

- (a) Contents page.
- (b) Brief description of total project and project requirements with a copy of the Owner's program requirements.
- (c) Brief summary of VE recommendations.
- (d) One site plan, floor plan and elevation on 8-1/2" x 11" or fold out.
- (e) Summary sheet (only) of 35% cost estimate.
- (f) YE cost model of project.
- (g) Each VE recommendation will be described "Before and After VE" and will be accompanied with a detailed cost estimate of savings, life cycle cost analysis, and sketches as necessary.
- (h) Complete 5 step job plan (worksheets) of all work will be submitted as appendices for reference.

All reports must be systematically assembled and must be short and concise, yet informative enough for decision making. VE Reports shall be prepared and submitted on 8-1/2" x 11" bond paper and bound under hardback cover appropriately identified. Sketches may be 8-1/2" x 11" or fold-out. Pages must be sequentially numbered in the lower right hand corner to facilitate assembly. Tabs should be used for quick reference of important sections of report.

Oral Presentation: At the completion of the Value Engineering Study, the YE team leader and members as appropriate shall make an oral presentation of the items recommended to be implemented on the project. Audience for the presentation will include representatives of the following: the A/E, the Agency, and the DGS.

A CVS may be called on from time to time by an agency to perform small project life cycle costs in accordance with the following procedures:

I. General Instructions For All Life Cycle Cost Analyses:

- a. Costs are to be computed over a 30 year period, except as noted in Paragraph II below.
- b. Costs for each alternative must be shown on the Life Cycle Cost Worksheet or an exact facsimile. Specific instructions for completing the worksheet are provided in Paragraph III below.
- c. Include appropriate backup to support the summary figures shown on the worksheet. (i.e., indicate how the various costs were calculated and note the basis or source of the cost data.)

II. Additional Instructions For Calculating Life Cycle Costs For Energy Analyses:

- a. Use the following periods for energy-related life cycle cost studies:
 - 1) Building Envelop Studies: 30 years
 - 2) Central Heating/Cooling Plants: 30 years
 - 3) Building HVAC Systems: 20 years
 - 4) Fuel Selection Studies 20 years
- b. Average service lives of mechanical equipment shall be based upon the Average Service Life shown in the ASHRAE Applications Handbook.

- c. Indoor and outdoor design conditions shall be as stated in the Manual or other criteria as approved by BCOM.
- d. The type of system and the energy source shall be clearly noted on the Life Cycle Cost Worksheet.
- e. The supporting backup shall clearly show the various fuel/energy rates (i.e., \$/gallon, \$/kwh, etc.) and the data source for each.

X. CAD OPERATOR

PERSONNEL/COMPANY QUALIFICATIONS

All persons assigned to provide CAD services shall have completed advanced level AutoCad training and shall have at least 5 years experience in producing AutoCad drawings relating to architectural and engineering disciplines. All persons shall be operating on the current version of the software.

SERVICES TO BE PROVIDED

Updates to existing CAD drawings

Scanning of existing tracings and blueprints into editable CAD files

Creation of new CAD drawings

Field measuring of spaces and creation of drawings

XI. LANDSCAPE DESIGNER

PERSONNEL/COMPANY QUALIFICATIONS

All persons assigned to the provide these services shall have a minimum of 2 years of college education with an associate degree in horticulture and/or landscape design. The persons shall have a minimum of 4 years experience in the field.

SERVICES TO BE PROVIDED

Irrigation design

Planting design

Border design

Tree planting design

Color rotations

Development of fertilization programs

Landscape enhancements

